

*Spring Hill Farm*  
*Management Plan*  
Chester, New Hampshire



2019

Prepared by the Spring Hill Farm Advisory Committee

# **Spring Hill Farms Management Plan**

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## **1.0 Project Overview:**

Spring Hill Farm is a 400-acre farm consisting of 2- approximately 200 acre parcels of land within the town of Chester, NH. The farm was obtained from Miss Muriel Church in 1996. A Spring Hill Farm Trust was established by Miss Church at that time to provide an endowment to support the real estate and property. A conservation easement was also placed upon the property to ensure that the farm and land will be preserved as open space. The easement is held by the Rockingham County Conservation District.

The Spring Hill Farm Advisory Committee was established by the Chester Board of Selectmen in late 2017 and its first members appointed on December 21 of that year. The committee was created in order to receive recommendations from community members regarding the future use of Spring Hill Farm, including the 400 acres of land, farmhouse, barn, and other outbuildings.

This management plan aims to combine the recommendations of the Spring Hill Farm Advisory Committee with the already existing Management Plan of the Spring Hill Farm Trust (see Appendix A) to create a vision for the farm moving forward.

## **2.0 Mission Statement:**

The mission of Spring Hill Farm is to preserve and promote the legacy of Muriel Church through the continuance of agricultural operations and the conservation and stewardship of both open land and forests, while providing educational and recreational opportunities to the community.

## **3.0 Vision:**

It is Spring Hill Farm's vision that Spring Hill Farm be a sustainable farm where the Chester and surrounding communities can come for recreational and educational activities. Also, that it be a place for local farmers to have opportunity to pursue agricultural endeavors on the farm. We also wish to maintain the historical significance of the property and what Muriel Church has contributed to this town.

## **4.0 General Goals:**

- Preserve the historical character of the New England farm scape
- Maintain open fields
- Manage woodlands
- Maintain current buildings and structures
- Provide agricultural opportunities
- Create educational opportunities
- Promote appropriate recreation

## 5.0 History:



Miss Muriel Church moved to Chester in 1914 at the age of eleven. Eighty-two years later (1996), the town of Chester approved the purchase of her entire 400-acre farm for the cost of \$25,000 (which covered attorney fees) with Miss Church's condition that it remain a working farm and open-space for the Town residents to enjoy. During Miss Church's life she was a teacher in Chester. She took in several wards from the state, some who remained with her their whole lives. She felt a great bond with all the residents of Chester, often referring to them as her family. After living through Chester's building-boom years, Miss Church wanted to minimize the loss of farmland and open-space and reduce the burden on the taxpayers from the additional educational and infrastructure costs. By protecting her beloved Spring Hill Farm from future subdivision by bequeathing it to the Town, she accomplished both these goals.

The Spring Hill Farm Trust was established by Muriel Church on February 26, 1996, to provide an endowment to support the real estate and property owned by Miss Church, with the understanding that



the property will be preserved as open space in perpetuity and to the extent possible as a working farm.

The intended purpose of the trust was to create a governing entity to assure the preservation of open space and agriculture, limited recreation and educational uses, the public benefit, and other community and municipal purposes. Upon execution of the trust the property title was transferred to the Town of

Chester and is wholly owned by the Town. To ensure that the farm and land was preserved as open space in perpetuity a Conservation easement was placed upon the property held by the Rockingham County Conservation District.





## 6.0 Organizational Structure:

**Town of Chester:** The town of Chester, NH owns the Spring Hill Farm properties.

**Spring Hill Farm Trust:** Spring Hill Farm is operated as a non-profit private trust established by Muriel Church in 1996.

**Rockingham County Conservation District (RCCD):** The RCCD holds the conservation easement for the town of Chester upon the Spring Hill Farm properties.

**Spring Hill Farm Advisory Committee:** The Advisory Committee was established by the Board of Selectmen and allows community members to be actively involved in making recommendations regarding the future use of Spring Hill Farm. It is intended to be a short-term committee until future plans have been established.

The Spring Hill Farm activities will remain under ownership of the Chester Board of Selectmen until which time it has been proposed and agreed upon that a separate entity takes ownership. The Spring Hill Farm Advisory Committee will retain the responsibility of determining, creating and presenting proposals for the use of the Spring Hill Farm property to the Chester Board of Selectmen until such a time that a separate entity has taken over ownership of such activities from the Chester Board. Both entities will work closely with the Spring Hill Farm Trust.

## 7.0 Management:

Management of Spring Hill Farm will be completed in multiple phases to ensure continuous growth of the property.

Phase 1: Spring Hill Farm Advisory Committee and Board of Selectmen

- As originally structured, the Spring Hill Farm Advisory Committee will be utilized to determine, create and propose uses for the farm to the Chester Board of Selectmen. Final decisions on which activities are completed will be per the discretion of the Board of Selectmen.

Phase 2: Separate Management Entity

- The Spring Hill Farm Advisory Committee will work with the Chester Board of Selectmen as well as the Spring Hill Farm Trust to create a separate management entity within the requirements of the town of Chester to manage the Spring Hill Farm property as a self-supported entity

## **8.0 Existing Conditions:**

### **8.1 Spring Hill Farm, Towle Road, Chester, NH**

The Towle Road property is approximately 200 acres. It is primarily forested, with approximately 25 acres in fields mostly surrounding the farm house. These 25 acres include 2 pieces that are mentioned regularly when speaking of Spring Hill Farm, because of their past uses from lessees, and their identifiable locations. One is a 10-acre parcel that has historically been leased for various uses and the other a one-acre parcel that sits beside the High Tunnel (greenhouse) and has been used in conjunction with the High Tunnel for CSA vegetable production.

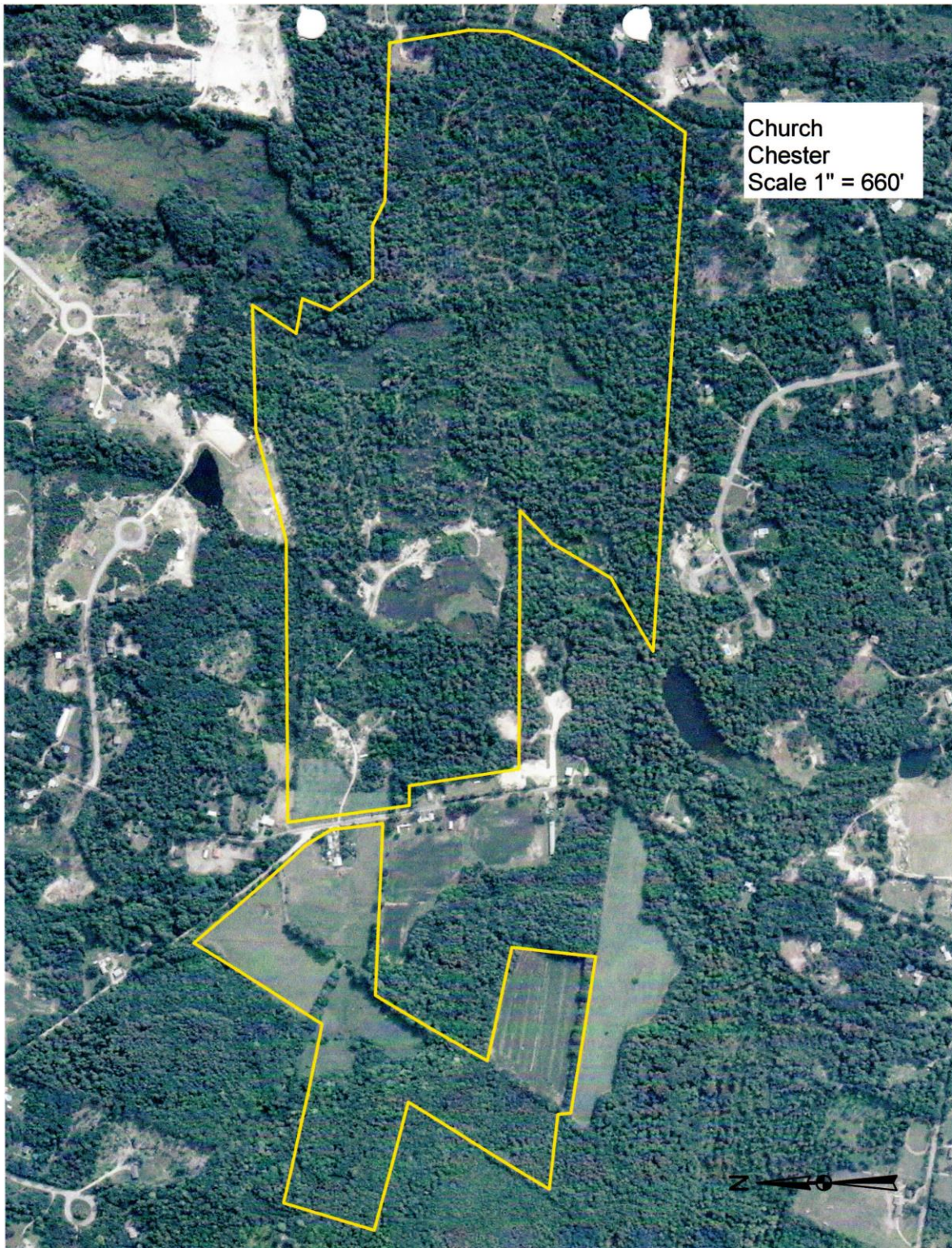
The farmhouse and barn were built in approximately 1850 and have been maintained. Several other outbuildings are also in use near the barn. There are 2 small farm ponds on the property, one near the farm house (approximately 0.10 acre in size) and a larger 2 - acre pond across the street some 1000 feet off the road. Towle Brook also flows through the property.

The wooded areas have several wood roads and trails (see Appendix E). These trails were historically used by Muriel Church for her popular horse-drawn wagon and sleigh rides.

### **8.2 Spring Hill Farm, Conservation Area, Lane Road, Chester, NH**

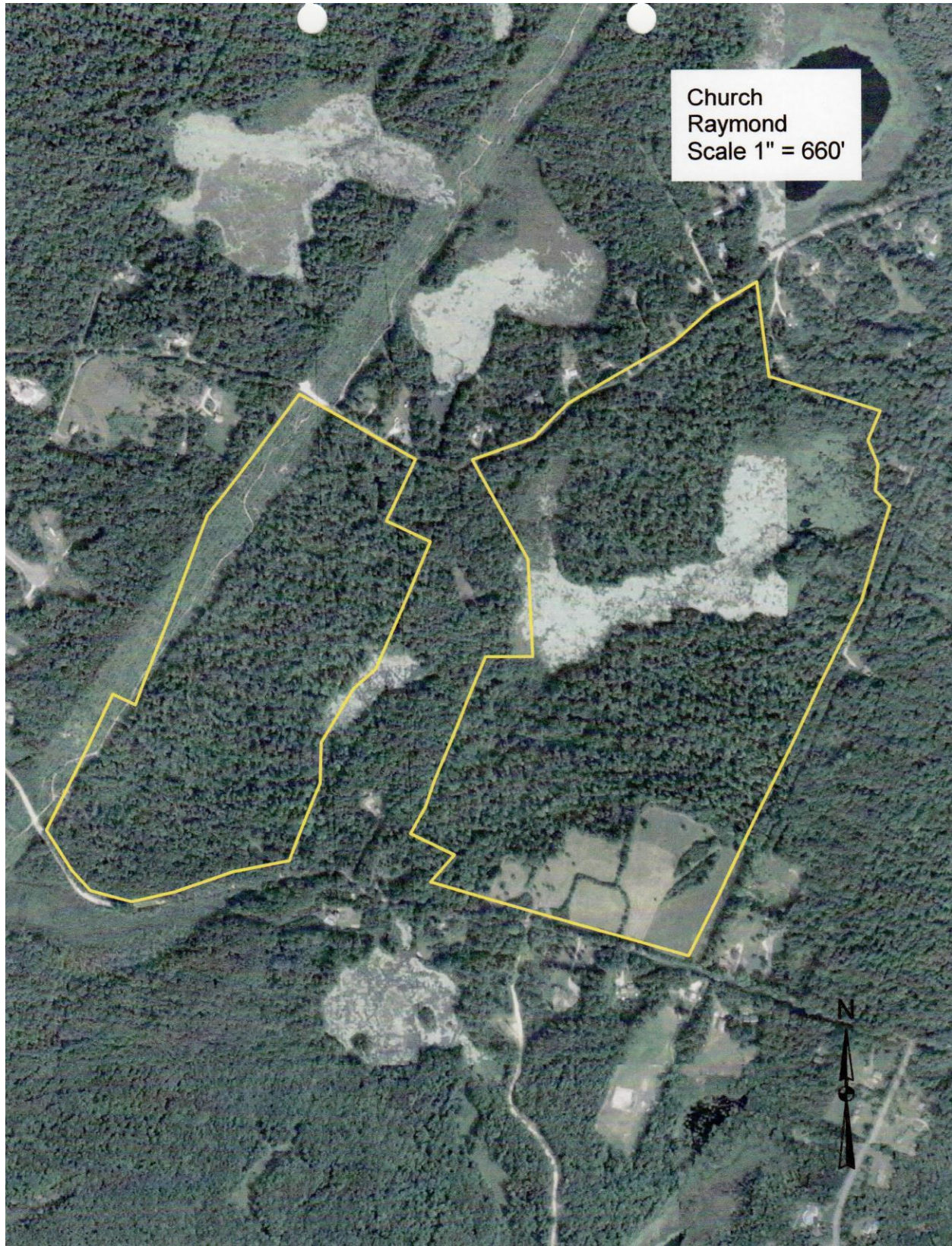
The Lane Road property is primarily forested (approximately 200 acres) with approximately 10 acres of open field. The forest was heavily logged in the late 1990s. The fields are hilly with some larger rock outcrops. These fields are primarily used for hay production and wildlife management. These fields are usually not mowed until July 1st to avoid the nesting season of Bob Whites. The soils are heavy and not extremely productive. There are a few apple trees near the public entrance that may be usable.

## Spring Hill Farm - Towle Road Property





## Spring Hill Farm - Lane Road Property



## **9.0 Property Management:**

### **Opportunities & constraints**

#### **Side Yard (Fenced Garden Area to the left of the driveway when you pull in):**

##### **Opportunities:**

- Create an educational garden for the community to enjoy. Places to sit, paths, educational signs, themed areas

##### **Constraints:**

- The area is not currently ready to be planted as a garden. It would require much physical labor and time.
- Would require maintenance once the garden is planted

#### **House:**

##### **Opportunities:**

- There is room for classes, meetings and functions as well as museum-type displays.

##### **Constraints:**

- The first floor would need to be furnished with tables and chairs for classes and meetings
- The second floor of the house needs to be painted
- The house needs a handicap ramp

#### **Barn:**

##### **Opportunities:**

- The barn can be used for housing animals. As of July 2019, the barn is currently being leased by Dan Fournier of Heritage Farm.
- An area of the first floor could be used for an educational classroom area.

##### **Constraints:**

- The barn is useable now, but there is repair work that has been recommended by the New Hampshire Preservation Alliance.

#### **Forests:**

##### **Opportunities:**

- The timber on both properties can provide income while being properly managed

##### **Constraints:**

- A formal Timber Management Plan needs to be created for the farm

#### **High Tunnel and Surrounding Field:**

##### **Opportunities:**

- The High Tunnel and 1 acre field can be leased out yearly to a tenant

##### **Constraints:**

- Lack of interest can keep this area of the farm empty and unproductive

**10 acre field:**

## Opportunities:

- The 10-acre field can be leased out yearly to a tenant. As of July 2019, this field is being leased to Dan Fournier of Heritage Farm.

## Constraints:

- Lack of interest can keep the fields from being leased. Something must be done with the fields every year in order to keep them open.

**Trails:**

## Opportunities:

- The trails on the property can provide excellent recreational opportunities for the people of Chester.

## Constraints:

- The trails need signage
- The trails need to be promoted in town so that the people know about them.

**Lane Road property:**

## Opportunities:

- Sledding hill in the winter
- The fields can be hayed in the summer
- See above for information about the woodlands on the property

## Constraints:

- Lack of parking at this location makes it difficult for the community to enjoy the recreational activities this land can provide.
- Lack of interest can keep the fields from being leased. Something must be done with the fields every year in order to keep them open.
- See above for information about the woodlands in the property



## House and Barn Yard



- A.** House
- B.** Woodshed
- C.** Woodshed
- D.** Silo
- E.** Run-in Shed
- F.** Barn

- G.** Pole Barn
- H.** Pole Barn
- I.** Chicken Coop
- J.** Garage
- K.** Garden Area (Proposed Educational Garden)

## High Tunnel and Surrounding Fields



- A.
- B. High Tunnel
- C. 1-acre field



## Open Fields

(Property Line is in yellow)



**A.** House

**B.** 10-acre field

## 10.0 Products and Services:

In keeping with Miss Church's wishes, the farm will offer products and services to the town in 4 main categories: agriculture, education, recreation, and conservation.

### 10.1 Potential Revenue Sources:

- Land Rental (3<sup>rd</sup> party)
  - Short Term:
    - Events
  - Long Term:
    - Fields
    - High Tunnel
    - Barn
    - Pond
- Timber Management
- Farm Sales
  - Crops
  - Hay
  - Vegetables
  - Maple Syrup
  - Beef Cattle
  - Pigs
- Events
  - Hay/Sleigh Rides
  - Pig Roasts
  - Farm Day
  - Tractor Day
  - Equine Events
  - Outings
  - Fall Fest
- Occupation Programs
  - Veteran's Outreach Program
  - Therapeutic Farm
- Friends of the Farm
  - Labor, materials, monies
- Educational Programs
  - Workshops
    - Edible Landscaping
  - Classes
- Donations

- Grants
- House Rental

## **10.2 Possible Organizational Relationships**

- Boy and Girl Scouts
- 4-H Programs
- Chester School
- Chester Conservation Commission
- Chester Historical Society
- Chester Rec Department
- Chester Seniors
- Chester Agricultural Commission
- Rockingham Herb Society
- Rockingham County Master Gardener's Program
- Rockingham County Programs
- Derry Trail Riders
- Draft Horse Association
- N.E. Sled Dog Clubs
- N.E. Border Collies

## **11.0 Decision Making Process:**

### **11.1 Current Structure of the Decision Making Process**

- The Spring Hill Farm Advisory Committee generates ideas for events and activities. They also receive proposals from 3<sup>rd</sup> parties interested in doing activities at the farm.
- The Advisory Committee uses a Proposal Evaluation Form (See Appendix D) to determine if the proposal is in keeping with the goals and standards of the farm.
- The Advisory Committee presents the proposal to the Board of Selectmen, who accept or decline the proposal and make any wanted changes to the plan.

### **11.2 Future Structure of the Decision Making Process**

- This will be determined once the future management structure is in place.

## **12.0 Marketing:**

### **12.1 Marketing Plan**

Spring Hill Farm is a part of the town of Chester's history and will be marketed in such a way as to create a brand identity for the farm and for the town.

The following marketing plan will be completed in three phases to establish the Spring Hill Farm property as its own brand identity.

Phase 1: Introduction to the residents of Chester

Phase 2: Establishment of Spring Hill Farm name and logo as a part of Chester's town identity

Phase 3: Establishment of Spring Hill Farm name and logo as its own brand and identity separate from the town

### **12.2 Marketing Opportunities**

- Facebook
- Instagram
- Tri-Town Times
- Town of Chester Website
- Town Fair

## **13.0 Financial:**

### **13.1 Financial Management**

Financial management of the Spring Hill Farm property will be completed in multiple phases to align properly with the management structure discussed previously.

Phase 1: Board of Selectmen

- The Chester Board of Selectmen will manage money spent in support of activities and maintenance for the Spring Hill Farm property.

Phase 2: Separate Management Entity

- The goal is for Spring Hill Farm to become a self-sufficient property with all activities paid for internally through monies generated by the farm.

## 13.2 Financial Plan

### Possible Revenue

Revenue Source	Revenue	Cost	Profit
Rental of Hay Fields	\$500.00	\$0.00	\$500.00
Rental of High Tunnel	\$500.00	\$0.00	\$500.00
Rental of 10-acre field	\$500.00	\$0.00	\$500.00
Fall Fest	\$250.00	\$200.00	\$50.00
Select Timber Harvest	\$1000.00	\$250.00 (Timber Plan)	\$750.00
Maple Tree Tapping	\$100.00	\$0.00	\$100.00
Facility Rental	\$100.00	\$0.00	\$100.00
Totals:	\$2950.00	\$550.00	\$2450.00

### Current 2019 Revenue

Revenue Source	Revenue	Cost	Profit
Rental of Fields & Barn	\$500.00	\$0.00	\$500.00
Fall Fest (approximate amounts)	\$250.00	\$200.00	\$50.00
Maple Tree Tapping	Donation of syrup	\$0.00	\$0.00
Totals:	\$750.00	\$200.00	\$550.00

## 13.3 Capital Improvement Projects

- Remodel the first floor bathroom
- Build a second floor bathroom
- Restore windows in the house
- Restore the existing barn
- Build equipment sheds
- Build Sugar Shack
- Build barn/workshop
- Provide 220 power to the garage
- Re-side the out buildings

## **14.0 Activities Completed by SHFAC:**

### **14.1 Activities of 2018**

- Foodscaping Class put on in cooperation with the Chester Agricultural Commission
- Farm promoted at the Chester Town Fair
- Clean up was begun in the yard and house
- 1<sup>st</sup> Annual Fall Fest

### **14.2 Activities of 2019 (As of August 2019)**

- Foodscaping Class put on in cooperation with the Chester Agricultural Commission
- Fields and Barn leased to Dan Fournier of New England Heritage Farm
- The Farm will be promoted at the Chester Town Fair
- The 2<sup>nd</sup> Annual Fall Fest will be held on October 5.

### **14.3 Goals for 2020**

- Foodscaping to be expanded further around the house
- Fields and Barn to continue to be leased
- Find someone to lease the High Tunnel and 1 acre field
- Host more classes and workshops throughout the year
- Promote the hiking trails
- Promote the farm at Chester Town Fair
- Hold the 3<sup>rd</sup> Annual Fall Fest

**Appendix A - The Management Plan of the Spring Hill Farm Trust**

**Appendix B - Trust Documents**

**Appendix C - Conservation Easement Documents**

**Appendix D - Proposal Evaluation Form**

**Appendix E - Trail Map**

# Spring Hill Farm Management Plan

October 2017



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**8.0 Other Organizational Relationships**

**9.0 2019 Business Plan**





Miss Muriel Church.



Spring Hill Farm as Muriel would remember.

## 1.0 History

**Miss Muriel Church** - moved to Chester in 1914 at the age of eleven. Eighty-two years later (1996), she donated her entire 400-acre farm to the Town of Chester with the condition that it remains a working farm and open-space for the Town residents to enjoy. Miss Church was a teacher in Chester, never married, and felt a great bond with all the residents of Chester often referring to them as her family. After living through Chester's building-boom years, Miss Church wanted to minimize the loss of farmland and open-space and reduce the burden on the taxpayers from the additional educational and infrastructure costs. By protecting her beloved Spring Hill Farm from future subdivision by bequeathing it to the Town, she accomplished both of these goals.

The Spring Hill Farm Trust was established by Muriel Church on February 26, 1996, to provide an endowment to support the real estate and property owned by Miss Church, with the understanding that the property will be preserved as open space in perpetuity and to the extent possible as a working farm. See Appendix A for a copy of the Trust Documents.

The intended purpose of the trust was to create a governing entity to assure the preservation of open space and agriculture, limited recreation and educational uses, the public benefit, and other community and municipal purposes.

Upon execution of the trust the property title was transferred to the Town of Chester and is wholly owned by the Town.

To ensure that the farm and land was preserved a open space in perpetuity a Conservation easement was placed upon the property held by the Rockingham County Conservation District

## **2.0 Organizational Structure**

Spring Hill Farm is operated as a non-profit private trust established by Muriel Church in 1996. The original board members were: Muriel Church, Brad Warmesley, Colin Costine, and Wayne Towle.

The current board (2019) is comprised of 3 members: Cass Buckley, Selectman Representative, Rich LeBlanc, and Chuck Myette, Acting Chairman and Conservation Commission Representative.

Additionally, The Rockingham County Conservation District (RCCD) holds a conservation easement for the Town upon the farm's lands. The RCCD representative is Len Lord.

## **3.0 Mission Statement**

It is the mission of the Spring Hill Farm trust to preserve and promote the rural small farm characteristics through continuance of agricultural operations of the farm and community education of the importance of rural farm life.

## **4.0 Management Policy**

Spring Hill Farm is managed by the Spring Hill Farm Board of Trustees (Trust). The Trust was originally envisioned to be made up of at least 3 members with a representative from the Chester Board of Selectmen, a representative from the Chester Conservation Commission, a member from the farming community.

To assure that the farm and lands were preserved as open space in perpetuity, a Conservation Easement was placed upon the lands. The Town as owner of the property voted to record a conservation easement upon the lands and appoint the Rockingham County Conservation District (RCCD) to

hold the easement as the third-party administrator. See Appendix B for a copy of the Conservation Easement.

It is the responsibility of the Trust to administer the day to day operations of the farm with annual monitoring of the easement being monitored by RCCD, and an annual report to the Board of Selectmen and Conservation Commission.

## **5.0 The Property**

### ***5.1 Spring Hill Farm, Towle Road, Chester, NH***

The land is primarily Forested (approximately 200 acres) with approximately 25 acres in fields mostly surrounding the farmhouse. The farmhouse and barn were built in approximately 1850 and have been maintained. Several other outbuildings are also in use near the barn. The fields are mainly used for pasture and haying to provide feed for a few farm animals. The farmhouse is rented out to caretakers of the farm. There are also 2 small farm ponds on the property, one near the farmhouse (approximately 0.10 acre in size and a larger 2 - acre pond across the street some 1000 feet away. Towle Brook also flows through the property. The wooded area was logged in the 1990s but may still have significant timber value. The wooded areas also have several wood roads and trails used by hikers, hunters and horseback riders. Miss Church once used these trails for hay and sleigh wagon rides. A 10 - acre field was historically leased to a local farmer for corn production but is being hayed by the tenant. Additionally, a one - acre parcel including a High Tunnel (greenhouse) was being leased to a local farmer for an organic Community Supported Agriculture program but is now also used by the tenant. See Appendix C for Aerial Photographs.

### ***5.2 Spring Hill Farm, Conservation Area, Lane Road, Chester, NH***

Land is primarily forested (approximately 200 acres) with approximately 10 acres of open field. The forest was heavily logged in the late 1990s with little current timber value. The fields are hilly with some larger rock outcrops. These fields are primarily used for hay production and wildlife management. These fields are usually not mowed until July 1<sup>st</sup> to avoid the nesting season of Bob Whites. The soils are heavy and not extremely productive. There are a few apple trees near the public entrance that may be usable. The Derry trail riders have used this area one weekend a year in September for their annual rides.

## **6.0 Farm Management**

- 6.1 Agriculture – most of the open fields are currently hayed by the tenant with a few acres used for vegetable production.*
- 6.2 Animals –There currently is one cow left at the farm from the original livestock, however, takes care of this animal as well as several horses and chickens.*
- 6.3 Forestry – The lands were heavily forested in the 1990's but may now have additional timber value. A forest cruise and management plan should be developed to assess timber value and forest management practices for wildlife management.*
- 6.4 Recreational Use – Most of the land on both the Towle Road and Lane Road are forested with trails open for public use by hikers and horseback riders. Hunting is also allowed. See Appendix D for Trail Maps.*

## **7.0 Educational Programs**

- 7.1 Spring Hill Farm Education Center - Future consideration to be coordinated with the Chester Conservation Commission*
- 7.2 Local Youth Groups (4 H Programs, Boy Scouts, Girl Scouts, etc).*
- 7.3 Chester School Programs*
- 7.4 Chester Conservation Commission Programs*
- 7.5 Chester Recreational Programs – frequently the trails are used by the local horse clubs.*
- 7.6 Rockingham County Programs – Occasionally the Lane Road property has been used by the UNH extension and RCCD for training purposes*
- 7.7 Historical Documentation of farm. A book about Muriel's life story has been written and held by the Historical Society of Chester.*

## **8.0 Other Organizational Relationships Possible**

***8.1 Boy and Girl Scouts***

***8.2 Chester 4H Clubs***

***8.3 Derry Trail Riders***

***8.4 Draft Horse Association***

***8.5 N.E. Sled Dogs Club***

***8.6 N.E. Border Collies***

***8.7 N.E. Power of the Past***

***8.8 Chester Conservation Commission (and CCC Kids Corp)***

***9.0 Financial***

***9.1 Annual Report***

***9.2 Annual Budget***

***9.3 Capital Budget (Projects)***

- 1) Remodel first floor bathroom (upgrade the plumbing)
- 2) Build out a second-floor bathroom
- 3) Restore windows
- 4) Restore existing barn
- 5) Build equipment sheds
- 6) Build Sugar Shack
- 7) Build barn / workshop
- 8) Provide 220 power to garage
- 9) Re-side out buildings

#### ***9.4 Revenue Sources***

9.4.1 Memberships

9.4.2 Special Events

9.4.3 Products and Forestry

9.4.4 Community Gardens

9.4.5 Hay / Sleigh Rides

9.4.6 Livestock Market

#### ***9.5 Procedures and Policies***

9.5.1 Land Use

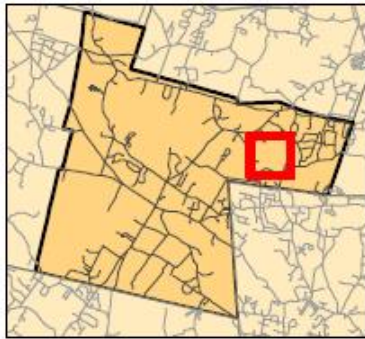
9.5.2 Building Use

### **Appendix A Trust Documents**

### **Appendix B Conservation Easement Documents**

### **Appendix C Contracts**

### **Appendix D Trail Maps**



# SPRING HILL FARM

## Legend

- Good Condition Trail
- Needs Improvement
- Parcel Boundaries
- Trail Head
- Fallen Trees
- Stream Crossing

0 0.1 0.2 0.4 Miles





m 9 L41

**COPY**

Original on file with:  
Ransmeier & Spellman  
Professional Corporation  
One Capitol St., PO Box 600  
Concord, NH 03302-0600

THE MURIEL C. CHURCH - SPRING HILL FARM TRUST

THIS AGREEMENT made this 26<sup>th</sup> day of February, 1996, by and between MURIEL C. CHURCH of CHESTER, ROCKINGHAM COUNTY, NEW HAMPSHIRE, hereinafter called the "Grantor", and said MURIEL C. CHURCH, BRAD WAMSLEY, WAYNE TOWLE, and COLIN COSTINE, all of said Chester, hereinafter called the "Trustees"

W I T N E S S E T H    T H A T

1. Trust Property and Trust Purpose

§1.0 The Grantor does hereby transfer and deliver to the Trustees certain property as more fully described in Schedule A attached hereto and made a part hereof, to have and to hold the same and any cash, securities, life insurance policies or the proceeds thereof, or other property, real or personal, which the Trustee may pursuant to any of the provisions hereof at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the trust estate, for the uses and purposes and upon the terms and conditions hereinafter set forth.

§1.1 The purpose of this trust is to provide an endowment to support the real estate and farm property now owned by the Grantor, Muriel C. Church, and which is located on Towle Road, on Lane Road, and elsewhere, in the Towns of Chester and Raymond, New Hampshire, collectively known as, and referred to herein, as "Spring Hill Farm". It is the Grantor's intention to place a Conservation Easement on all of this real estate, and then to transfer title to the Town of Chester, either during her lifetime, or following her death by her Will, with the understanding that the property will be preserved as open space in perpetuity, and to the extent possible, as a working Farm. During the lifetime of the Grantor, the assets of this Trust will be held for her benefit. Following her death, the trust assets will be held for the benefit of the Farm, which will be owned by the Town of Chester and maintained for the preservation of open space and agriculture, limited recreation and educational uses, the public benefit, and other community and municipal purposes.



## 2. The Trustees and their Successors

§2.0 There shall at all times be at least three Trustees of this Trust. The Grantor, Muriel C. Church, shall serve as an initial Trustee of this Trust for so long as she is willing and able to serve. Miss Church shall have the right to choose the person who succeeds her as Trustee, and to nominate others who may be chosen as a Trustee in the future. Miss Church, and her successor, shall be known as the "Public Trustee". Wayne Towle is also serving as an initial Public Trustee.

§2.1 One Trustee shall be a member of, or designated by, the Town of Chester Conservation Commission. The initial Trustee designated by, and who is a member of, the Conservation Commission is Brad Wamsley.

§2.2 One Trustee shall be a member of, or designated by the Town of Chester Board of Selectmen. The initial Trustee designated by, and who is a member of, the Board of Selectmen is Colin Costine.

§2.3 In the event of a vacancy in the office of the Public Trustee, the vacancy shall be filled by first referring to nominations made by the Grantor, and in the absence thereof, by the other Trustees then serving.

§2.4 The Grantor expresses the wish that at least one of the Trustees serving at any time have experience in, or knowledge of, farming and agriculture.

§2.5 As hereinafter used in this Declaration of Trust, the term "Trustees" shall include the initial Trustees, as well as any and all successor trustee or co-trustees in the office, each and all of whom shall succeed to all rights, powers, authorities and immunities of the initial Trustees. The Trustees may sometimes be referred to with the use of the pronoun "they", which should be interpreted as the times, circumstances and context require.

§2.6 No Trustee shall receive any compensation from the Trust estate for service as a Trustee hereunder, although nothing shall prevent any from receiving compensation from any other source. Trustees shall be entitled to reimbursement for reasonable expenses incurred in connection with trust purposes, upon the unanimous approval of the Trustees.

## 3. Use of Trust Property

§3.0 The Trustees shall hold, manage, invest and reinvest the trust estate, and shall collect the income thereof

and dispose of the net income and principal thereof all in support of the trust purposes, as further described below and in the discretion of the Trustees.

§3.1 During the lifetime of the Grantor, the entire trust estate shall be held for her benefit, and the Trustees shall pay to her so much of the net income and so much of the principal as she may from time to time request.

§3.2 If so requested by the Selectmen and the Conservation Commission of the Town of Chester ("the Town"), the Trustees shall assume the responsibility for managing Spring Hill Farm, and any additions thereto that may be acquired by the Town, in support of the general purposes of the Grantor's gift and the purposes hereof. In that regard, the Trustees shall have the authority to select the person or persons who shall work the farm (hereinafter sometimes referred to as "the Farmer"), and to establish the terms of agreement with the Farmer respecting his use of the property. It is the Grantor's desire that the Farm be operated at no net loss to either the Town or the Trust to the extent possible, and that the Farmer not be compensated by the Town or by the Trustees, but to earn his living from the farm operation.

§3.2.a It is the Grantor's wish and hope that her friend Paul Davis, who has assisted her on the farm for a number of years, be allowed to work the farm on such terms as he, the Town, and the Trustees shall agree.

§3.2.b It is the Grantor's further wish and hope that if Paul Davis is unable to work the farm, or does not wish to have the use of the house as authorized by §3.5 below, that the Trustees offer the use of the house to the Grantor's cousins Anne Sweat and Jane James, or either of them, or their children and grandchildren, in such terms as they and the Trustees shall agree.

§3.3 The net income of the Trust Estate, including any rent that is received by the Trustees from the Town or others for use of trust property or of Spring Hill Farm, together with the operating income from the farm, if any, that is paid over to the Trustees, shall be applied for the maintenance and support of the farm properties, including such capital improvements thereto as may be necessary, and such public purposes as the Trustees shall determine. The Trustees in their discretion, and by their unanimous consent, may utilize trust principal for these purposes as well. Any net income not expended shall be reinvested as principal.



§3.4 If the Trustees receive as part of the Trust Estate tangible personal property bequeathed to them under the Grantor's will, or from any other source, it is the Grantor's wish that such property as can be used in connection with the operation and maintenance of the Grantor's home and the farm be retained for that purpose, and any other property sold and the net proceeds thereof added to the trust estate.

§3.5 The Farmer, if he wishes, may have the use of the House that is part of the real estate as a residence for himself and his family upon such terms as he, the Town, and the Trustees shall agree. The Farmer shall be required to maintain the house at his own expense, and to return possession to the Town in the same condition, or better, that it was in at the time he himself took possession.

§3.6 Any profit from the sale of natural resources (to the extent such sale is not otherwise prohibited) received by the Trustees shall be used for maintenance of the real estate in furtherance of trust purposes, and to the extent not so used, be added to trust principal.

§3.7 The Trustees, if managing the farm and real estate, shall determine its fair rental value, depending on the circumstances of its use.

#### 4. Trustees' Powers

§4.1 The Trustees shall have the power and authority if they deem it advisable to increase the number of Trustees to assure a broad range of public representation among the Trustees, and to establish terms of office and other administrative procedures for as required thereby.

§4.2 The Trustees and any successor trustee shall have all the powers conferred upon trustees by New Hampshire RSA Chapter 564-A, the Uniform Trustees' Powers Act, as it may be amended from time to time.

§4.3 The Trustees shall have power, in their sole discretion, to receive and accept other property, real or personal, including life insurance policies, devised, bequeathed, granted, conveyed, assigned or made payable to them by the Grantor, or by any other person or persons which, upon acceptance by the Trustees, shall be added to and become a part of the trust estate and be subject to the trusts and powers herein declared concerning the same.

§4.4 If at any time, in the judgment of the Trustees, the assets of any trust hereunder shall be insufficient to justify the continuance of the trust upon an economical basis,

or if continuance of any trust hereunder shall appear unwise for other reason, the Trustees, by unanimous vote, are authorized to terminate any trust hereunder by making distribution of the then-remaining balance of the Trust estate to the Conservation Commission of the Town of Chester, New Hampshire, to be used for land protection, open space, and conservation purposes within the Town of Chester (RSA 36-A:4).

§4.5 The Trustees shall have the further authority to determine, in their good faith discretion and without regard to allocations provided for under state law, as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be principal or income, and as to all charges and expenses paid by them, whether and to what extent the same shall be charged against principal or income.

§4.6 The Trustees have the power and authority to make any administrative amendments to this trust such as may be required, or they deem to exercise in their discretion, to qualify or continue to qualify for tax exempt treatment under the Internal Revenue Code of 1986 ("the Code"), as it may be amended from time to time, if they chose to apply for tax exempt status under any of the then applicable provisions of the Code.

#### 5. Grantor's Powers, etc.

§5.0 Notwithstanding any of the trusts and powers herein declared, the Grantor may, by written instrument executed by her and filed with the Trustees, and with the consent of any co-Trustees then serving with her, alter or amend this agreement at any time, or withdraw from the trust estate, discharged of the trust, the whole or any part of the principal and accumulated income upon paying all sums due to the Trustees and indemnifying the Trustees to their satisfaction against liabilities lawfully incurred in the administration of this trust, provided, however, that no such amendment, alteration, or change shall be inconsistent with any other agreement or understanding between the Grantor and the Board of Selectmen of the Town of Chester.

§5.1 The Grantor may at any time, or from time to time hereafter, by inter vivos or testamentary transfer, transfer and deliver to the Trustees cash, securities, life insurance policies or the proceeds thereof, real estate, tangible personal property, and other property acceptable to the Trustees in addition to the property presently transferred and delivered, and such cash, securities and other property shall be held, administered and disposed of by the Trustees in accordance with the provisions of this agreement without the execution of any further instrument or declaration.



6. Miscellaneous

§6.0 The Trustees shall annually account to the Board of Selectmen and the Conservation Commission of the Town of Chester, New Hampshire.

§6.1 Unless the context requires otherwise, all words in this Declaration of Trust in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

§6.2 The validity and construction of this Declaration of Trust shall be governed by the laws of the State of New Hampshire.

§6.3 The initial mailing address of the Trust shall be c/o Muriel C. Church, Chester, New Hampshire 03036.  
Trustee

IN WITNESS WHEREOF the Grantor and the Trustees have executed this Agreement in duplicate.

Thomas D. White  
Witness

Thomas D. White  
Witness

Thomas D. White  
Witness

Thomas D. White  
Witness

Thomas D. White  
Witness

Muriel C. Church  
MURIEL C. CHURCH, Grantor

Muriel C. Church  
MURIEL C. CHURCH, Trustee

Brad Wamsley  
BRAD WAMSLEY, Trustee

Wayne Towle  
WAYNE TOWLE, Trustee

Colin Costine  
COLIN COSTINE, Trustee

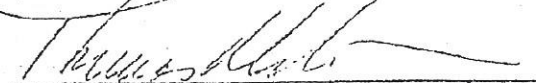
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

26<sup>th</sup> The foregoing instrument was acknowledged before me this day of February, 1996, by MURIEL C. CHURCH, Grantor and Trustee.

Thomas D. White  
Notary Public/Justice of the Peace  
My commission expires: 7/8/97


STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

26<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of February, 1996, by Brad Wamsley, Trustee.

  
Notary Public/Justice of the Peace  
My commission expires: 7/8/97

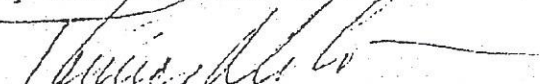
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

26<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of February, 1996, by Wayne Towle, Trustee.

  
Notary Public/Justice of the Peace  
My commission expires: 7/8/97

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

26<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of February, 1996, by Colin Costine, Trustee.

  
Notary Public/Justice of the Peace  
My commission expires: 7/8/97



THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

### CONSERVATION EASEMENT DEED

**MURIEL C. CHURCH**, a single person, of Spring Hill Farms, 96 Towle Road, Town of Chester, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, and assigns), for consideration paid, with WARRANTY covenants, grants in perpetuity to the **ROCKINGHAM COUNTY CONSERVATION DISTRICT**, a subdivision of the State of New Hampshire (RSA 432:12), with principal offices at and a mailing address of 118 North Road, Brentwood, New Hampshire (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to certain parcels of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, being parcels including a residence and farm buildings and unimproved land situated on Towle Road and on Lane Road in the Towns of Chester and Raymond, County of Rockingham, State of New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof.

#### 1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

The preservation of open spaces, particularly the productive farm and forest land of which the land area subject to the Easement granted hereby consists, for agricultural uses and the scenic enjoyment of the general public. These purposes are consistent with the clearly delineated open space conservation and agriculture goals and objectives as stated in the 1986 Master Plan of the Town of Chester, New Hampshire, which states: it is a goal to "[e]ncourage and perpetuate the use of suitable land in the town for agricultural purposes", and an objective to "preserve for farmland prime farmland"; an objective "[t]o acquire rights in land areas such as forests, farmlands, open spaces, etc., which may have important natural resource value to Chester"; and which further recognizes that

"[b]esides being an intrinsic part of Chester's valued rural character, the town's farming and forestry areas are important elements of the community's limited economy. It

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS



is the Planning Board's intent that Chester's prime farmlands and other farmlands of statewide importance be protected from development by whatever feasible and practical means become available.";

and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open spaces, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, agricultural and wildlife resources."

The Grantor intends that this Easement will confine the use of the Property to such activities as farming, forestry, recreation and education as are consistent with the terms of this Easement.

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; boarding, breeding, raising, pasturing, and grazing livestock of every nature and description; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, horticultural, and forestry crops and products of every nature and description; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of crops and products produced principally on the Property, including direct retail sale to the public, such as pick-your-own fruits and vegetables; all as not detrimental to the scenic and agricultural purposes of this Easement.



ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the U.N.H. Cooperative Extension, U.S.D.A. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.

B. The Property shall not be subdivided or otherwise divided in ownership, and none of the individual tracts which together comprise the Property shall be conveyed separately from one another. Nothing herein shall prohibit the leasing of separate areas or tracts for purposes not inconsistent with the terms and conditions of this easement.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property; and existing residential and agricultural structures may be maintained, renovated, expanded or replaced, in substantially their present locations, so long as such renovation, expansion or replacement does not alter the present character or function of any existing structure nor increase its present height or the land surface it occupies without the prior approval of the Grantee, and provided that the construction, renovation, expansion or replacement of any structure is not detrimental to the scenic or agricultural purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and



iii. are not detrimental to the scenic or agricultural purposes of this Easement, and

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, educational, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed Twenty (20) square feet in size and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs 2. A., C., D., or E., above, or paragraph 3. A iii, below. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

H. There shall be no motorized recreational use of the property; hunting and fishing shall be limited to those areas of the property so as not to interfere with or endanger the agricultural activities on the premises, as shall be designated and posted by the Grantor from time to time.

### 3. RESERVED RIGHTS

A. The Grantor reserves to herself and to her personal representatives, successors and assigns, all rights accruing from her ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

i. To reside on the premises and to use the property as she has in the past, all in ways not inconsistent with the provisions hereof.

ii. To have her horses and other animals remain on the premises for so long as they live.

iii. To expand and dredge the existing gravel pit so as to create and maintain a pond, and to dredge and maintain the existing ponds on the property.

iv. To create an area for outdoor recreation, such as a ball field and playground, along Shepard Home Road, so-called. However, no permanent structures, such as grandstands, may be constructed, and parking facilities shall remain grassy and unpaved and be limited to those reasonably required to accommodate the allowed outdoor recreation.

v. To build a log cabin or similar historic structure upon the cellar hole that remains from the dwelling of one of the first settlers of the Town of Chester, to recreate the dwelling for educational purposes.

vi. To allow horse fairs, trail riding events, and sleigh rides, including those sponsored by riding clubs, and to maintain trails for this purpose.

vii. To board and care for horses and other large animals, and to allow organizations committed to the well-being and welfare of farm animals the use of the premises for this purpose.

B. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights.

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

#### 5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said



Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.



7. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award, or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

8. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in the following proportions: Grantor: 60%, Grantee: 40%.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein. If title to the property has then been conveyed to the Town of Chester, New Hampshire, or any other municipal or public agency, the Grantor, or her successors and assigns, shall also use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

9. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

10. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of February, 1996.

Muriel C. Church  
Muriel C. Church

The State of New Hampshire  
County of Rockingham

Personally appeared Muriel C. Church this 26<sup>th</sup> day of February, 1996, who acknowledged the foregoing to be her voluntary act and deed.

Before me, Thomas M. Law

Justice of the Peace/Notary Public

My commission expires: 7/8/97



ACCEPTED: Rockingham County Conservation District

By: John L. Conner  
Title: Chairman  
Duly Authorized  
Date: 2/26/96

The State of New Hampshire  
County of Rockingham

Personally appeared JOHN L. CONNER  
Rockingham County Conservation District, this 26<sup>th</sup> day of  
February, 1996, who acknowledged the foregoing to be his/her  
voluntary act and deed.

Before me,

Thomas M. Le  
~~Justice of the Peace/Notary Public~~

My commission expires: 7/8/97

0064651.WP



EXHIBIT A

The following parcels are identified by town tax map identification.

**Town of Chester**

<u>Map - Lot</u>	<u>Acres</u>
9 - 41	44.7
9 - 82	110.75
9 - 40	50.4
11 - 48	34.0
11 - 52	26.9

**Town of Raymond**

1 - 18, 18-1, 15, 21	138.48
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0064651.WP

Activity Evaluation Form

Date: \_\_\_\_\_

Proposal Submitted By: \_\_\_\_\_

Brief Description of Proposal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requested Date(s) or Length of Time for Activity: \_\_\_\_\_

	Y/N or NA	Comments:
<b>SHF Trust and Rockingham County Conservation Easement</b>		
Is the activity consistent with Miss Church's wishes?		
Is the activity in line with the SHF mission statement?		
Is the activity in line with the Conservation Agreement?		
Will the activity need RCCD approval?		
Will the activity want SHF Trust approval (private charity support)?		
<b>Rating for this Section (1 providing no value and 5 providing most value):</b> <b>1</b> <b>2</b> <b>3</b> <b>4</b> <b>5</b> <b>-</b>		
<b>Town &amp; Government</b>		
Will the activity need town vote?		
Will the activity require government regulation or permits?		
Will this activity require police detail or security?		
<b>Rating for this Section (1 providing no value and 5 providing most value):</b> <b>1</b> <b>2</b> <b>3</b> <b>4</b> <b>5</b> <b>-</b>		
<b>The Activity</b>		
Is the activity related to agriculture, forestry, education, or recreation?		
If Yes, how many areas does it cover?      1      2      3      4		
Does this activity have a sponsor or champion?		
Will the activity utilize the land?		
Will the activity utilize the barn?		
Will the activity utilize the house?		
If the house is used, will it be for residency purposes?		
Will the activity utilize the out buildings?		
Will the activity require a caretaker?		
Does the activity provide a measurable benefit to the town?		
Does the activity provide an opportunity for community involvement?		
Will the activity appeal to the general public?		
Will the activity allow public access and/or be open to the public?		
Will any of the land and/or building(s) be closed to public access?		
Will the activity improve the land and/or building(s) for future use?		
Will the activity negatively effect the land or building(s) for future use?		
Will the activity require volunteers?		
What is the length of time of the activity? (one time, yearly, multi-year lease)		
<b>Rating for this Section (1 providing no value and 5 providing most value):</b> <b>1</b> <b>2</b> <b>3</b> <b>4</b> <b>5</b> <b>-</b>		
<b>Finances</b>		
Is there a cost to the activity? If so, how much?		
Will this activity generate revenue for SHF?		
Can we receive a grant for this activity?		
Will this activity require insurance or a bond?		
<b>Rating for this Section (1 providing no value and 5 providing most value):</b> <b>1</b> <b>2</b> <b>3</b> <b>4</b> <b>5</b> <b>-</b>		
<b>Overall Rating for this Activity:</b> <b>1</b> <b>2</b> <b>3</b> <b>4</b> <b>5</b>		



